JS 44 (Rev. 12/12)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. *(SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)*

I. (a) PLAINTIFFS

MERCIER'S INCORPORATED

(b) County of Residence of First Listed Plaintiff: Anne Arundel
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys *(Firm Name, Address, and Telephone Number)*
Russell Berger, Esq., Darren H. Weiss, Esq., Offit Kurman, PA
300 E Lombard St., Ste. 2010, Baltimore, MD 21202, (410) 209-6400

DEFENDANTS

GERALD L. REEVES
BRIAN ALEXANDER

County of Residence of First Listed Defendant: Brown County, OH
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys *(If Known)*

II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

- ☐ 1 U.S. Government Plaintiff
- ☐ 3 Federal Question *(U.S. Government Not a Party)*
- ☐ 2 U.S. Government Defendant
- ☒ 4 Diversity *(Indicate Citizenship of Parties in Item III)*

III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*

(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	☐ 1	☐ 1	Incorporated *or* Principal Place of Business In This State	☒ 4	☐ 4
Citizen of Another State	☐ 2	☒ 2	Incorporated *and* Principal Place of Business In Another State	☐ 5	☐ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

CONTRACT
- ☐ 110 Insurance
- ☐ 120 Marine
- ☐ 130 Miller Act
- ☐ 140 Negotiable Instrument
- ☐ 150 Recovery of Overpayment & Enforcement of Judgment
- ☐ 151 Medicare Act
- ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans)
- ☐ 153 Recovery of Overpayment of Veteran's Benefits
- ☐ 160 Stockholders' Suits
- ☐ 190 Other Contract
- ☐ 195 Contract Product Liability
- ☐ 196 Franchise

TORTS

PERSONAL INJURY
- ☐ 310 Airplane
- ☐ 315 Airplane Product Liability
- ☐ 320 Assault, Libel & Slander
- ☐ 330 Federal Employers' Liability
- ☐ 340 Marine
- ☐ 345 Marine Product Liability
- ☐ 350 Motor Vehicle
- ☐ 355 Motor Vehicle Product Liability
- ☐ 360 Other Personal Injury
- ☐ 362 Personal Injury - Medical Malpractice

PERSONAL INJURY
- ☐ 365 Personal Injury - Product Liability
- ☐ 367 Health Care/ Pharmaceutical Personal Injury Product Liability
- ☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ☐ 370 Other Fraud
- ☐ 371 Truth in Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

FORFEITURE/PENALTY
- ☐ 625 Drug Related Seizure of Property 21 USC 881
- ☐ 690 Other

BANKRUPTCY
- ☐ 422 Appeal 28 USC 158
- ☐ 423 Withdrawal 28 USC 157

PROPERTY RIGHTS
- ☐ 820 Copyrights
- ☐ 830 Patent
- ☐ 840 Trademark

LABOR
- ☐ 710 Fair Labor Standards Act
- ☐ 720 Labor/Management Relations
- ☐ 740 Railway Labor Act
- ☐ 751 Family and Medical Leave Act
- ☒ 790 Other Labor Litigation
- ☐ 791 Employee Retirement Income Security Act

SOCIAL SECURITY
- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

OTHER STATUTES
- ☐ 375 False Claims Act
- ☐ 400 State Reapportionment
- ☐ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce
- ☐ 460 Deportation
- ☐ 470 Racketeer Influenced and Corrupt Organizations
- ☐ 480 Consumer Credit
- ☐ 490 Cable/Sat TV
- ☐ 850 Securities/Commodities/ Exchange
- ☐ 890 Other Statutory Actions
- ☐ 891 Agricultural Acts
- ☐ 893 Environmental Matters
- ☐ 895 Freedom of Information Act
- ☐ 896 Arbitration
- ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
- ☐ 950 Constitutionality of State Statutes

REAL PROPERTY
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

CIVIL RIGHTS
- ☐ 440 Other Civil Rights
- ☐ 441 Voting
- ☐ 442 Employment
- ☐ 443 Housing/ Accommodations
- ☐ 445 Amer. w/Disabilities - Employment
- ☐ 446 Amer. w/Disabilities - Other
- ☐ 448 Education

PRISONER PETITIONS

Habeas Corpus:
- ☐ 463 Alien Detainee
- ☐ 510 Motions to Vacate Sentence
- ☐ 530 General
- ☐ 535 Death Penalty

Other:
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Condition
- ☐ 560 Civil Detainee - Conditions of Confinement

IMMIGRATION
- ☐ 462 Naturalization Application
- ☐ 465 Other Immigration Actions

FEDERAL TAX SUITS
- ☐ 870 Taxes (U.S. Plaintiff or Defendant)
- ☐ 871 IRS—Third Party 26 USC 7609

V. ORIGIN *(Place an "X" in One Box Only)*

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District *(specify)*
- ☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing **(*Do not cite jurisdictional statutes unless diversity*)**:
28 U.S.C. § 1332

Brief description of cause:
TRO, Preliminary and Permanent Injunction

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A **CLASS ACTION** UNDER RULE 23, F.R.Cv.P.

DEMAND $

CHECK YES only if demanded in complaint:
JURY DEMAND: ☐ Yes ☒ No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE ______ DOCKET NUMBER ______

DATE: 09/14/2015

SIGNATURE OF ATTORNEY OF RECORD: /s/ Russell B. Berger

FOR OFFICE USE ONLY

RECEIPT # ______ AMOUNT ______ APPLYING IFP ______ JUDGE ______ MAG. JUDGE ______

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INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I.(a) **Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) **County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) **Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. **Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked**.** (See Section III below**; NOTE: federal question actions take precedence over diversity cases.**)

III. **Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. **Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

V. **Origin.** Place an "X" in one of the six boxes.
Original Proceedings. (1) Cases which originate in the United States district courts.
Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

VI. **Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service

VII. **Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. **Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
(Northern Division)

MERCIER'S INCORPORATED 7442 Shipley Avenue Harmans, Maryland 21077 Plaintiff v. GERALD L. REEVES 10471 Dixon Road Winchester, Ohio 45697 Defendant and BRIAN ALEXANDER 504 Mt. Orab Pike Georgetown, Ohio 45121 Defendant	Case No. ________________________

VERIFIED COMPLAINT FOR INJUNCTIVE RELIEF

NOW COMES MERCIER'S INCORPORATED, Plaintiff, by and through undersigned counsel, to file this Complaint for Injunctive Relief, and in support thereof states as follows:

PRELIMINARY STATEMENT

1. This is an action for temporary restraining order, preliminary injunction, and permanent injunction, pursuant to Rule 65 of the Federal Rules of Civil Procedure, to prevent Defendants Gerald L. Reeves and Brian Alexander from continuing to violate certain non-solicitation provisions contained in non-disclosure agreements they executed at the behest, and to the benefit of, Plaintiff Mercier's Incorporated.

PARTIES

2. Mercier's incorporates all previous paragraphs as though fully stated herein.

3. Plaintiff Mercier's Incorporated ("Mercier's") is a corporation organized and existing under the laws of the State of Maryland with a principal place of business in Harmans, Anne Arundel County, Maryland. Mercier's is engaged in the business of heavy highway excavation, vegetation control and management, and railroad asset and right-of-way management and maintenance, and operates an East Coast office in Harmans, Maryland, and a Central United States office in South Point, Lawrence County, Ohio.

4. Defendant Gerald L. Reeves ("Reeves") is an individual residing in the State of Ohio. Between August of 2011 and October of 2014, Reeves was Mercier's Chief Operating Officer ("COO"). During such time, Reeves regularly traveled to Mercier's headquarters in the State of Maryland in furtherance of his employment with Mercier's.

5. Defendant Brian Alexander ("Alexander") is an individual residing in the State of Ohio. Between September of 2012 and January of 2015, Alexander was Mercier's General Manager of the Central Division. During such time, Alexander regularly worked alongside and interacted with Mercier's Maryland employees and, on at least one occasion, traveled to Mercier's headquarters in the State of Maryland for general business purposes.

JURISDICTION

6. Mercier's incorporates all previous paragraphs as though fully stated herein.

7. Mercier's is a corporation organized and existing under the laws of the State of Maryland and, as such, is a resident of the State of Maryland.

8. Reeves and Alexander are individuals residing in the State of Ohio who have been involved in substantial business activity in the State of Maryland.

9. The amount in controversy in the above-captioned matter, *see infra,* exclusive of interest and costs is greater than Seventy-Five Thousand and 00/100 Dollars ($75,000.00) and is between citizens of different States. Concomitantly, this Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332.

10. Personal jurisdiction over Reeves and Alexander is also evidenced by their consent to personal jurisdiction in Maryland contained in the apposite non-disclosure agreements. *See infra*.

VENUE

11. Mercier's incorporates all previous paragraphs as though fully stated herein.

12. Mercier's maintains its principal place of business in the State of Maryland and, as such, resides in the State of Maryland. 28 U.S.C. § 1391(c)(2).

13. Reeves and Alexander are individuals domiciled in the State of Ohio.

14. During Reeves's employment with Mercier's, he regularly traveled to Mercier's headquarters in this District in furtherance of his employment with Mercier's. Moreover, Alexander regularly worked alongside and interacted with Mercier's Maryland employees and, on at least one occasion, traveled to Mercier's headquarters in the State of Maryland. Concomitantly, this District is the appropriate venue in accordance with 28 U.S.C. § 1391(b)(3).

15. Moreover, Reeves and Alexander executed non-disclosure agreements consenting to exclusive venue in the federal and state courts in Maryland.

FACTS COMMON TO ALL COUNTS

16. Mercier's incorporates all previous paragraphs as though fully stated herein.

17. Mercier's is a Maryland corporation engaged in the business of heavy highway excavation, vegetation control and management, and railroad asset and right-of-way management and maintenance.

18. Although incorporated and based in the State of Maryland, Mercier's maintains a Central United States office in South Point, Ohio.

19. Mercier's business from its Central Division expands across the Midwestern United States, with a particularly strong presence in Ohio and Maryland.

20. Mercier's regularly bids on and is awarded contracts with states and subdivisions thereof for the performance of right-of-way maintenance along railroads and highways, including vegetation control and management, and heavy highway excavation. Mercier's also bids on and is awarded contracts with private industry for right-of-way maintenance and railroad asset management.

21. Mercier's business operates in a highly-competitive niche industry, success in which depends almost entirely on the personal connections between a company's employees and its customers.

Hiring of Reeves, Execution of NDA and Non-Compete Agreement

22. On or about August 19, 2011, Mercier's hired Reeves in the capacity of Chief Operating Officer.

23. As of the time of hire, Reeves was an individual with twenty-five (25) years of heavy equipment and related services sales nationwide, and had personal connections which were very valuable to Mercier's and its business.

24. At or around such time, Reeves also executed a Non-Disclosure Agreement governing the use, disclosure, and return of Mercier's confidential information. (*See* Non-Disclosure Agreement (the "Reeves NDA"), attached hereto as **Exhibit 1** and incorporated herein by reference).

25. The Reeves NDA states that the document "shall be governed in accordance with the laws of the State[] of Maryland" and that Reeves "*consents to the exclusive jurisdiction of the federal and state courts located in Maryland* in any action arising out of or relating to [the NDA]." (*Id.* § 6(h), (i)) (emphasis added).

26. As consideration for continued employment, and as part of Mercier's continued recognition of the value of Reeves's know-how and personal connections, in January of 2014 Reeves was provided and executed an updated Non-Disclosure and Non-Compete Agreement. (*See* Non-Disclosure and Non-Compete Agreement (the "Reeves Non-Compete Agreement"), attached hereto as **Exhibit 2** and incorporated herein by reference).

27. The Reeves Non-Compete Agreement provides in relevant part:

> 5. COVENANT NOT TO SOLICIT CUSTOMERS
>
> Employee agrees that during the employment with Company and for a period of 12 months . . . after the termination thereof, whether voluntary or involuntary and with or without case, whether as a principal, agent, officer, director, employee, consultant, independent contractor or otherwise, alone, in association with or behalf of any other person, firm, corporation or other business organization, Employee shall not, directly or indirectly solicit, sell, call upon, advise, do or attempt to do business with or otherwise

contact any current, past or potential Customer of Company, its parent, subsidiaries or other affiliate companies.

6. COVENANT NOT TO SOLICIT COMPANY STAFF

Employee agrees that during the employment with Company and for a period of 2 years . . . after the termination thereof, whether voluntary or involuntary and with or without cause, whether as a principal, agent, officer, director, employee, consultant, independent contractor or otherwise, alone, in association with or behalf of any other person, firm, corporation or other business organization, Employee shall not, directly [or] indirectly (a) hire or attempt to hire any employee of Company, its parent, subsidiaries or other affiliate companies, [and/or] (b) assist in such hiring by any other person . . . .

7. COVENANT NOT TO COMPETE

Employee agrees that during the employment with Company and for a period of 2 years . . . after the termination thereof, whether voluntary or involuntary and with or without case, Employee shall not, directly or indirectly within a 50 mile radius . . . from where Employee worked, whether as a principal, agent, officer, director, employee, consultant, independent contractor or otherwise, alone, in association with or [on] behalf of any other person, firm, corporation or other business organization, work for or receive compensation or fees from any other competitor company in a similar line of business with the Company[,] its parent, subsidiaries or other companies.

8. SAVING PROVISION

Company and Employee agree and stipulate that the agreements and covenants not to compete contained in the preceding paragraph are fair and reasonable in light of all of the facts and circumstances of the relationship between Employee and Company; however, Employee and Company are aware that in certain circumstances courts have refused to enforce certain agreements not to compete. Therefore, in furtherance of and not in derogation of the provisions of the preceding paragraph[,] Company and Employee agree that in the event a court should decline to enforce the provisions of the preceding paragraph, that paragraph shall be deemed to be modified to restrict Employee's competition with Company to the maximum extent, in both time and geography, which the court shall find enforceable . . . .

9. ENFORCEABLE

The provisions of this Agreement shall be enforceable notwithstanding the existence of any claim or cause of action of Employee against Company whether predicated on this Agreement or otherwise.

. . . .

11. INJUNCTIVE RELIEF

The Employee acknowledges that disclosure of any Confidential Information or breach of any of the non-competitive covenants or agreements contained herein will give rise to irreparable injury to Company or clients of Company, inadequately compensable in damages. Accordingly, Company . . . may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available. . . .

. . . .

12. COMPANY'S CLIENTS

If Employee's employment with Company terminates for any reason, the Employee shall not, for a period of one year from the date of termination, have any business dealings whatsoever, either directly or indirectly or through corporate entities or associates with any customer or client of Company or its subsidiaries or any person or firm which has contacted or been contacted by Company as a potential customer or client of Company; and Employee shall keep in strictest confidence, both during the Employee's employment and subsequent to termination of employment, and shall not during the period of employment or thereafter disclose or divulge to any person, firm or corporation, or use directly or indirectly, for the Employee's own benefit or the benefit of others, any information which in good faith and good conscience ought to be treated as confidential information including, without limitation, information relating to the software developed by Company, information as to sources of, and arrangements for, hardware supplied to customers or clients of Company, submission and proposal procedures of Company, customer or contact lists or any other Confidential Information.

> 13. GOVERNING LAW
>
> The Agreement shall be construed in accordance with the laws of the State of Maryland.
>
> . . . .
>
> 15. SURVIVAL
>
> The provisions of this Agreement relating to confidentiality or non-competition shall survive the termination of employment, however caused.

(*Id.*).

28. During the course of his employment with Mercier's, Reeves regularly worked with Mercier's clients and customers, including but not limited to the State of Ohio and subdivisions thereof.

Hiring of Alexander, Execution of NDA and Non-Compete Agreement

29. On or about September 10, 2012, Mercier's hired Alexander in the capacity of General Manager of the Central Division, which division is based in South Point, Ohio.

30. Alexander, a friend of Reeves's, was hired at Reeves's behest to manage Mercier's Central Division.

31. At or around the time of hire, Alexander executed a Non-Disclosure Agreement. (*See* Non-Disclosure Agreement (the "Alexander NDA"), attached hereto as **Exhibit 3** and incorporated herein by reference).

32. The Alexander NDA is in all relevant respects identical to the Reeves NDA. *See supra*.

33. On or about February 5, 2013, in consideration of continued employment, and as part of Mercier's continued recognition of the value of Alexander's know-how and personal connections, Alexander executed a Non-Disclosure and Non-Compete Agreement. (*See* Feb. 5, 2013, Non-Disclosure and Non-Compete Agreement (the "Alexander Non-Compete Agreement"), attached hereto as **Exhibit 4** and incorporated herein by reference).

34. The Alexander Non-Compete Agreement is in all relevant respects identical to the Reeves Non-Compete Agreement.

35. During the course of his employment with Mercier's, Alexander regularly worked with Mercier's clients and customers, including but not limited to the State of Ohio and subdivisions thereof.

Termination of Reeves, Solicitation of Alexander

36. During the course of 2014, Mercier's began to experience a financial downturn which led to discussions of possible layoffs. This matter was even discussed with Reeves and Alexander.

37. When it became clear that Mercier's could no longer retain Reeves, who was one of Mercier's most highly compensated employees (Reeves earned a salary of approximately $175,000.00 as of August 18, 2013), Mercier's decided to terminate his employment on November 4, 2014.

38. By the express terms of the Reeves Non-Compete Agreement, the restrictive covenants contained therein survived termination of employment. (*See* Ex. 2 § 15).

39. Following his termination, upon information and belief, Reeves solicited Alexander (who at the time was still employed by Mercier's) to leave Mercier's employ and join Reeves in a competing business.

40. Consistent therewith, on or about January 9, 2013, Alexander resigned from Mercier's.

41. By the express terms of the Alexander NDA and the Alexander Non-Compete Agreement, the restrictive covenants contained therein survive termination of employment. (*See* Ex. 4 § 15).

Creation, Operation of Competing Business; Solicitation of Customers, Employees

42. On December 16, 2014, barely a month after Reeves left Mercier's employ and several weeks before Alexander resigned, Articles of Organization were filed with the Ohio Secretary of State for an entity identified as AFH Services, LLC ("AFH"). (*See* Dec. 16, 2014, Articles of Organization for a Domestic Limited Liability Company, attached hereto as **Exhibit 5** and incorporated herein by reference).

43. Although the Articles of Organization were under the signature of a corporate services agent, Mercier's has since discovered that AFH was created and organized by Reeves, Alexander, and their spouses. (*See* Dunn & Bradstreet Report, attached hereto as **Exhibit 6** and incorporated herein by reference, at 8 (listing Reeves, Alexander, and their spouses as AFH's officers)).

44. Neither of Reeves's nor Alexander's spouses has any knowledge, training, or experience in Mercier's lines of business. Rather, attempting to "place" AFH in their spouses'

names was a thinly-veiled attempt by Reeves and Alexander to hide their involvement in the company.

45. AFH's principal place of business is 10471 Dixon Road, Winchester, Ohio 45697. This is also Reeves's home address. (*See, e.g.*, Data for Parcel 160271200100, attached hereto as **Exhibit 7** and incorporated herein by reference (illustrating county property information for Reeves's home and AFH's business address)).

46. AFH, whose officers include Reeves and Alexander, was created for the purpose of engaging in, and is actually engaged in, railroad and right-of-way maintenance work. (*See, e.g.*, *AFH Services – Home*, http://www.afh-services.com (last visited September 1, 2015), attached hereto as **Exhibit 8** and incorporated herein by reference).

47. For example, Mercier's has historically bid on, and been awarded contracts with, the Ohio Turnpike Commission for certain right-of-way maintenance work. (*See, e.g.*, 2013 Bid Invitation No. 4196 and award, attached hereto as **Exhibit 9** and incorporated herein by reference).

48. Indeed, the agencies of the State of Ohio (including but not limited to the Turnpike Commission and the Department of Transportation) were at all relevant times Mercier's customers.

49. Reeves and Alexander were often the Mercier's employees responsible for compiling Mercier's bids on these types of projects. (*See, e.g.*, Mar. 4, 2013, Bid Form Invitation No. 4196, attached hereto as **Exhibit 10** and incorporated herein by reference (bearing Alexander's signature)).

50. In 2015, however, AFH bid on and was awarded the identical contract. (*See* 2015 Bid Invitation No. 4239 and award, attached hereto as **Exhibit 11** and incorporated herein by reference). This contract, which is "for furnishing and applying herbicide on right-of-way areas,"

contemplates the performance of work which Mercier's routinely performs and is with a Mercier's customer.

51. Not only are Reeves and Alexander taking competitive actions in direct contravention of their obligations under the apposite non-disclosure agreements, they are also continuing to solicit and hire Mercier's employees to perform work on behalf of their competing business. (*See, e.g.*, May 21, 2015, Check from AFH Services to Jeremy Jackson, attached hereto as **Exhibit 12** and incorporated herein by reference (showing payment to recent Mercier's employee Jeremy Jackson of $1,500.00 for "labor – Turnpike")).

52. Moreover, Mercier's has learned that, following termination with Mercier's, Reeves accepted a position as National Railroad Account Manager with an entity known as Red River Specialties Incorporated ("Red River").

53. Like Mercier's, Red River is engaged in the vegetation management business; indeed, Red River's vegetation management business is in direct competition with Mercier's.

54. Mercier's also discovered that, shortly after beginning his employment with a competing business, Reeves commenced soliciting Mercier's customers. (*See, e.g.*, Letter from G. Reeves to Dave, attached hereto as **Exhibit 13** and incorporated herein by reference (describing how Reeves is "continu[ing] working in the field of vegetation management," explaining that he "look[s] forward to providing you with . . . vegetation management services," and describing that he "will be contacting you over the next couple of weeks to discuss your 2014 vegetation management needs")). Upon information and belief, Reeves has delivered a number of these direct solicitation letters to Mercier's customers.

55. In addition, Reeves has, upon information and belief, taken further steps to directly compete with Mercier's by obtaining contracts with Mercier's customers—contrary to the express terms of the Non-Compete Agreement. Specifically, Mercier's learned that Reeves has purchased a weed sprayer vehicle for use in railroad right-of-way maintenance; this vehicle is designed specifically for railroad maintenance and comes equipped with a hi-rail gear.[1]

56. In light of (1) Reeves's and Alexander's blatant disregard for the covenants to which they are undisputedly bound and (2) the irreparable harm that will continue to accrue absent court intervention, Mercier's files this Complaint seeking injunctive relief.

COUNT I
(BREACH OF CONTRACT—REEVES)

57. Mercier's incorporates all previous paragraphs as though fully stated herein.

58. Reeves has violated and continues to violate the Reeves Non-Compete Agreement by, *inter alia*, engaging in the following conduct:

a. Soliciting and hiring Alexander while Alexander was a Mercier's employee;

b. Creating a business in direct competition with Mercier's and soliciting, seeking, and obtaining contracts with Mercier's customers;

c. Directly and blatantly soliciting Mercier's customers as a representative of Red River, as evidenced by the letter attached hereto as Exhibit 13 (describing how Reeves is "continu[ing] working in the field of vegetation management," explaining that he "look[s] forward

[1] A hi-rail gear is a device consisting of flanged steel wheels which permits a road-bound vehicle to travel over and be operated upon rails. A hi-rail gear is commonly installed on vehicles used for railroad right-of-way maintenance and management.

to providing you with . . . vegetation management services," and describing that he "will be contacting you over the next couple of weeks to discuss your 2014 vegetation management needs"));

d. Taking additional steps to directly compete with Mercier's by seeking and obtaining contracts with Mercier's customers—contrary to the express terms of the Reeves Non-Compete Agreement—including but not limited to purchasing a weed sprayer vehicle for use in railroad right-of-way maintenance; and

e. Soliciting and hiring additional Mercier's employees to join his competing business.

59. As a direct and proximate result of Reeves's breach of the Reeves Non-Compete Agreement, Mercier's has been harmed and continues to be irreparably harmed by, among other things, the loss of customers, employees, profits, and current and future business.

WHEREFORE, Mercier's prays for relief as set forth, *infra*.

COUNT II
(BREACH OF CONTRACT—ALEXANDER)

60. Mercier's incorporates all previous paragraphs as though fully stated herein.

61. Alexander has violated and continues to violate the Alexander Non-Compete Agreement by, *inter alia*, engaging in the following conduct:

a. Operating a business in direct competition with Mercier's and soliciting, seeking, and obtaining contracts with Mercier's customers;

b. Soliciting and hiring other Mercier's employees to join his competing business.

62. As a direct and proximate result of Alexander's breach of the Alexander Non-Compete Agreement, Mercier's has been harmed and continues to be irreparably harmed by, among other things, the loss of customers, employees, profits, and current and future business.

WHEREFORE, Mercier's prays for relief as set forth, *infra*.

COUNT III
(TORTIOUS INTERFERENCE WITH BUSINESS RELATIONS—ALL DEFENDANTS)

63. Mercier's incorporates all previous paragraphs as though fully stated herein.

64. At all times relevant hereto, Mercier's had business relationships with its employees and customers.

65. Based upon their attempts to solicit customers (including but not limited to the Ohio Turnpike Commission and the individual to whom Reeves directed his Red River letter), Defendants sought to induce Mercier's customers to terminate and/or reduce their business relationships with Mercier's.

66. Based on their recruitment of Mercier's employees, as detailed throughout this Complaint, Defendants sought to induce Mercier's employees to terminate their employment relationships with Mercier's.

67. As a direct and proximate result of Defendants' conduct, Mercier's has been harmed and continues to be irreparably harmed by, among other things, the loss of employees in whom Mercier's invested time, resources, and training and the loss of business and future business opportunities.

WHEREFORE, Mercier's prays for relief as set forth, *infra*.

COUNT IV
(CONSPIRACY TO TORTIOUSLY INTERFERE WITH BUSINESS RELATIONS—ALL DEFENDANTS)

68. Mercier's incorporates all previous paragraphs as though fully stated herein.

69. Defendants agreed to intentionally and willfully engage in communications with the express purpose of encouraging existing and prospective customers and clients of Mercier's not to continue and/or enter into prospective business relations with Mercier's.

70. In furtherance of said agreement, Defendants did in fact intentionally and willfully engage in communications with the express purpose of encouraging existing and prospective customers, clients, and employees of Mercier's not to continue and/or enter into prospective business relations with Mercier's.

71. Defendants were without justification in engaging in said communications.

72. By mutual agreement and/or understanding, Defendants intentionally and willfully sought to have existing customers, clients, and employees of Mercier's cease their business relations with Mercier's for the purpose of causing damage to Mercier's in its lawful business.

73. By mutual agreement and/or understanding, Defendants intentionally and willfully sought to have prospective customers, clients, and employees of Mercier's refrain from business relations with Mercier's for the purpose of causing damage to Mercier's in its lawful business.

74. As a direct and proximate result of Defendants' actions, Mercier's has suffered, and continues to suffer, irreparable harm.

WHEREFORE, Mercier's prays for relief as set forth, *infra*.

COUNT VI
(UNFAIR COMPETITION—ALL DEFENDANTS)

75. Mercier's incorporates all previous paragraphs as though fully stated herein.

76. While still employed by Mercier's, Reeves and Alexander made preparations to compete with Mercier's in contravention of their obligations under their restrictive covenants.

77. In furtherance of such preparations, Reeves and Alexander took Mercier's pricing information, customer and vendor lists, and other proprietary information integral to Mercier's business.

78. Upon Reeves's departure from Mercier's, and while Alexander was still employed by Mercier's, Reeves formed a company in direct competition with Mercier's, to wit: AFH.

79. Reeves and Alexander used their knowledge of Mercier's pricing information, processes, and other proprietary data to compete directly with Mercier's, solicit Mercier's current and prospective customers, and solicit and hire Mercier's employees.

80. Reeves and Alexander attempted to hide their actions by having an unknown corporate agent file articles for their competing business, keeping private the principal business address of their competing business, and "placing" the business in their spouses' names.

81. Reeves's and Alexander's actions were intended to, and did, damage Mercier's business, which damage includes but is not limited to the loss of current and prospective customers, the loss of employees, and the loss of goodwill.

82. Reeves's and Alexander's wrongful appropriation and use of Mercier's confidential and proprietary information gives Reeves and Alexander an unfair advantage over Mercier's, including but not limited to the ability to undercut Mercier's pricing.

83. Reeves's and Alexander's actions have caused, and will continue to cause, Mercier's irreparable harm.

WHEREFORE, Mercier's prays for relief as set forth, *infra*.

COUNT VII
(VIOLATION OF MD. CODE ANN.,
COM. LAW, § 11-1201 *ET SEQ.*—ALL DEFENDANTS)

84. Mercier's incorporates all previous paragraphs as though fully stated herein.

85. As a result of their employment with Mercier's, Defendants learned confidential information about Mercier's including, but not limited to, Mercier's pricing formulas, operations techniques, plan specifications, and customer/vendor information.

86. This information has independent economic value in the context of Mercier's ongoing relationships with current customers.

87. This information also has independent economic value in the context of seeking and/or obtaining contracts and/or subcontracts with other persons and/or entities.

88. Mercier's took efforts and precautions to maintain the secrecy of this information. For example, the information was accessible only to those with access to Mercier's password-protected servers, databases, and physical offices.

89. The confidential information Defendants learned as Mercier's employees, including but not limited to Mercier's pricing formulas, operations techniques, plan specifications, and customer/vendor information constitutes "trade secrets" pursuant to MD. CODE ANN., COM. LAW, § 11-1201(e).

90. Defendants were employees of Mercier's when they learned Mercier's trade secret information.

91. As employees working in a highly-competitive industry, Defendants knew or had reason to know that the information they had learned was proprietary and confidential.

92. Defendants had a duty to maintain the secrecy of the information; nevertheless, Defendants disclosed this information to third parties and to AFH and used this information.

93. After learning Mercier's trade secret information from Defendants, upon information and belief AFH used Mercier's trade secret information to seek and/or obtain contracts and/or subcontracts with Mercier's customers.

94. As a direct and proximate result of Defendants' actions, Mercier's has suffered, and continues to suffer, irreparable harm.

WHEREFORE, Mercier's prays for relief as set forth, *infra*.

PRAYERS FOR RELIEF

WHEREFORE, Plaintiff Mercier's Incorporated respectfully requests that this Honorable Court:

A. Enter a Temporary Restraining Order and/or a Preliminary Injunction, and a Permanent Injunction:

1. Restraining and enjoining Reeves and Alexander from soliciting, performing work for, and bidding on jobs with Mercier's past and present customers and clients for twelve (12) months;

2. Restraining and enjoining Reeves and Alexander from recruiting, soliciting, and hiring Mercier's employees for twelve (12) months;

3. Restraining and enjoining Alexander from working for and receiving compensation and fees of any kind from AFH Services, LLC;

4. Restraining and enjoining Reeves and Alexander from competing with Mercier's Incorporated (through AFH Services, LLC, Red River Specialties

Incorporated, or otherwise) within the geographically-restricted area for two (2) years;

B. Ordering Reeves and Alexander to pay all costs and expenses incurred in connection with this action, including Mercier's attorneys' fees; and

C. Ordering such other relief as the Court deems just and proper.

Dated: September 14, 2015

/s/

Russell B. Berger (Bar No. 28512)
Darren H. Weiss (Bar No. 29848)
Offit Kurman, P.A.
300 East Lombard Street
Suite 2010
Baltimore, Maryland 21202
Telephone: (410) 209-6400
Facsimile: (410) 209-6435
rberger@offitkurman.com
dweiss@offitkurman.com

VERIFICATION

Before me, the undersigned authority, personally appeared Craig Mercier, President of Mercier's Incorporated; who after first duly sworn, deposes on his oath and says:

He has read the above Verified Complaint and knows its contents; that, to the knowledge of the Plaintiff, it is true except as to those matters stated on information and belief, and as to those matters the Plaintiff believe them to be true.

____
Craig Mercier

SWORN and SUBSCRIBED before me on September 14, 2015, by Craig Mercier, who is personally known to me:

____

4828-5221-2003, v. 2

MICHAEL SEARS
My Commission Expires
NOTARY PUBLIC
01-24-2018
ANNE ARUNDEL COUNTY, MD

Mercier's, Inc. Non-Disclosure Agreement

This agreement (the "Agreement") is entered into by Mercier's, Inc. ("Company") and Gerald L. Reeves ("Employee").

In consideration of the commencement of or continued Employee's employment with the Company and the compensation that will be paid, Employee and Company agree as follows:

1. Company's Trade Secrets

In the performance of Employee's job duties with Company, Employee will be exposed to Company's Confidential Information. "Confidential Information" means information or material that is commercially valuable to Company and not generally known or readily ascertainable in the industry. This includes, but is not limited to:

(a) technical information concerning Company's products and services, including product know-how, formulas, designs, devices, diagrams, software code, test results, processes, inventions, research projects and product development, technical memoranda and correspondence;

(b) information concerning Company's business, including cost information, profits, sales information, accounting and unpublished financial information, business plans, markets and marketing methods, customer lists and customer information, purchasing techniques, supplier lists and supplier information and advertising strategies;

(c) information concerning Company's employees, including salaries, strengths, weaknesses and skills;

(d) information submitted by Company's customers, suppliers, employees, consultants or co-venture partners with Company for study, evaluation or use; and

(e) any other information not generally known to the public which, if misused or disclosed, could reasonably be expected to adversely affect Company's business.

2. Nondisclosure of Trade Secrets

Employee shall keep Company's Confidential Information, whether or not prepared or developed by Employee, in the strictest confidence. Employee will not disclose such information to anyone outside Company without Company's prior written consent. Nor will Employee make use of any Confidential Information for Employee's own purposes or the benefit of anyone other than Company.

However, Employee shall have no obligation to treat as confidential any information which:

(a) was in Employee's possession or known to Employee, without an obligation to keep it confidential, before such information was disclosed to Employee by Company;

(b) is or becomes public knowledge through a source other than Employee and through no fault of Employee; or

(c) is or becomes lawfully available to Employee from a source other than Company.

3. Confidential Information of Others

Employee will not disclose to Company, use in Company's business, or cause Company to use, any trade secret of others.

EXHIBIT 1

4. Return of Materials

When Employee's employment with Company ends, for whatever reason, Employee will promptly deliver to Company all originals and copies of all documents, records, software programs, media and other materials containing any Confidential Information. Employee will also return to Company all equipment, files, software programs and other personal property belonging to Company.

5. Confidentiality Obligation Survives Employment

Employee's obligation to maintain the confidentiality and security of Confidential Information remains even after Employee's employment with Company ends and continues for so long as such Confidential Information remains a trade secret.

6. General Provisions

(a) Relationships: Nothing contained in this Agreement shall be deemed to make Employee a partner or joint venturer of Company for any purpose.

(b) Severability: If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of Company and Employee.

(c) Integration: This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both Company and Employee.

(d) Waiver: The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

(e) Injunctive Relief: Any misappropriation of any of the Confidential Information in violation of this Agreement may cause Company irreparable harm, the amount of which may be difficult to ascertain, and therefore Employee agrees that Company shall have the right to apply to a court of competent jurisdiction for an order enjoining any such further misappropriation and for such other relief as Company deems appropriate. This right is to be in addition to the remedies otherwise available to Company.

(f) Indemnity: Employee agrees to indemnify Company against any and all losses, damages, claims or expenses incurred or suffered by Company as a result of Employee's breach of this Agreement.

(g) Attorney Fees and Expenses: In a dispute arising out of or related to this Agreement, the prevailing party shall have the right to collect from the other party its reasonable attorney fees and costs and necessary expenditures.

(h) Governing Law. This Agreement shall be governed in accordance with the laws of the States of Maryland.

(i) Jurisdiction. Employee consents to the exclusive jurisdiction and venue of the federal and state courts located in Maryland in any action arising out of or relating to this Agreement. Employee waives any other venue to which Employee might be entitled by domicile or otherwise.

(j) Successors & Assigns. This Agreement shall bind each party's heirs, successors and assigns. Company may assign this Agreement to any party at any time. Employee shall not assign any of his or her rights or obligations under this Agreement without Company's prior written consent. Any assignment or transfer in violation of this section shall be void.

7. Signatures

Employee has carefully read all of this Agreement and agrees that all of the restrictions set forth are fair and reasonably required to protect Company's interests. Employee has received a copy of this Agreement as signed by the parties.

Employee:

Gerald L. Reeves (Signature)

Gerald L. Reeves (Typed or Printed Name)

Date: 12-8-2011

Company:

(Signature)

Craig Mender (Typed or Printed Name)

Date: 12-9-11

MERCIER'S, INC.
NON-DISCLOSURE AND NON-COMPETE AGREEMENT

This Acknowledgment of Obligations (the "Agreement") is made and effective this Date: January 8, 2014

BETWEEN: **[Employee NAME]** Gerald L. Reeves
(the "Employee"), an individual with his main address at:

[COMPLETE ADDRESS] 10471 Dixon Road, Winchester, OH 45697

AND: **Mercier's, Inc.** (the "Company"), a corporation organized and existing under the laws of the State of Maryland, with its head office located at:

7442 Shipley Ave, Harmans, Maryland, 21077, United States

WHEREAS, Company desires to employ Employee and Employee desires to be employed by Company in connection with certain aspects of the development of certain software systems or other products for Company. Here to with (Employee) desires to be employed by Company in connection with certain aspects of the development or marketing of certain systems, field, shop or general labor, management or other products and positions for Company; and

WHEREAS, in connection with such Employee may be given access to, generate, or otherwise come into contact with certain proprietary and/or confidential information of Company or clients of Company; and

WHEREAS, Employee and Company desire to prevent the dissemination or misuse of such information;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. EMPLOYMENT

Company hereby employs or continues to employ Employee and Employee hereby accepts employment, upon the terms and conditions contained herein and at a compensation as shall be agreed upon from time to time by Company and Employee. This Agreement shall commence on the date hereof and shall remain in effect for an indefinite time until terminated by either party by giving the other party notice of termination. While employed by Company, Employee shall devote his or her full working time to Company's affairs and shall faithfully and diligently serve Company's interests.

2. CONFIDENTIALITY

Employee recognizes and acknowledges that the systems which Company owns, plans or develops, whether for its own use or for use by its clients, are confidential and are the property of Company. Employee further recognizes and acknowledges that in order to enable Company to perform services for its clients, such clients may furnish to Company confidential information concerning their business affairs, property, methods of operation or other data; that the goodwill afforded to Company depends upon, among other things, Company and its employees keeping such services and information confidential (collectively, including Company systems and Company client information, the "Confidential Information").

EXHIBIT 2

3. NON-DISCLOSURE

Employee agrees that, except as directed by Company, the Employee will not at any time, whether during or after his employment with Company, disclose to any person or use any Confidential Information, or permit any person to examine and/or make copies of any documents which contain or are derived from Confidential Information, whether prepared by the Employee or otherwise coming into the Employee's possession or control without the prior written permission of Company.

4. POSSESSION

Employee agrees that upon request by Company, and in any event upon termination of employment, Employee shall turn over to Company all documents, papers or other material in his possession or under his control which may contain or be derived from Confidential Information, together with all documents, notes or other work product which is connected with or derived from Employee's services to Company whether or not such material is at the date hereof in Employee's possession. Employee agrees that the Employee shall have no proprietary interest in any work product developed or used by Employee and arising out of his employment by Company. Company shall, from time to time as may be requested by Company, do all things which may be necessary to establish or document Company's ownership of any such work product, including, but not limited to execution of appropriate copyright applications or assignments.

5. COVENANT NOT TO SOLICIT CUSTOMERS

Employee agrees that during the employment with Company and for a period of 12 months (or as otherwise set forth between the parties) after the termination thereof, whether voluntary or involuntary and with or without cause, whether as a principal, agent, officer, director, employee, consultant, independent contractor or otherwise, alone, in association with or behalf of any other person, firm, corporation or other business organization, Employee shall not, directly or indirectly solicit, sell, call upon, advise, do or attempt to do business with or otherwise contact any current, past or potential Customer of Company, its parent, subsidiaries or other affiliate companies.

6. COVENANT NOT TO SOLICIT COMPANY STAFF

Employee agrees that during the employment with Company and for a period of 2 years (or as otherwise set forth between the parties) after the termination thereof, whether voluntary or involuntary and with or without cause, whether as a principal, agent, officer, director, employee, consultant, independent contractor or otherwise, alone, in association with or behalf of any other person, firm, corporation or other business organization, Employee shall not, directly indirectly (a) hire or attempt to hire any employee of Company, its parent, subsidiaries or other affiliate companies, (b) assist in such hiring by any other person, (c) encourage or other affiliate companies, and/or (d) solicit, encourage or induce any Customer to terminate its relationship with Company, its parent, subsidiaries or other affiliate companies.

7. COVENANT NOT TO COMPETE

Employee agrees that during the employment with Company and for a period of 2 years (or as otherwise set fourth between the parties) after the termination thereof, whether voluntary and with or without cause, Employee shall not, directly or indirectly within a 50 mile radius (or as otherwise set forth between the parties) from where Employee worked, whether as a principal, agent, officer, director, employee, consultant, independent contractor or otherwise, alone, in association with or behalf of any other person, firm, corporation or other business organization, work for or receive compensation or fees from any other competitor company in a similar line of business with the Company its parent, subsidiaries or other companies.

8. SAVING PROVISION

Company and Employee agree and stipulate that the agreements and covenants not to compete contained in the preceding paragraph are fair and reasonable in light of all of the facts and circumstances of the relationship between Employee and Company; however, Employee and Company are aware that in certain circumstances courts have refused to enforce certain agreements not to compete. Therefore, in furtherance of and not in derogation of the provisions of the preceding paragraph Company and Employee agree that in the event a court should decline to enforce the provisions of the preceding paragraph, that paragraph shall be deemed to be modified to restrict Employee's competition with Company to the maximum extent, in both time and geography, which the court shall find enforceable; however, in no event shall the provisions of the preceding paragraph be deemed to be more restrictive to Employee than those contained therein.

9. ENFORCEABLE

The provisions of this Agreement shall be enforceable notwithstanding the existence of any claim or cause of action of Employee against Company whether predicated on this Agreement or otherwise.

10. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties relating to the subject matter hereof. This Agreement may be modified only by an instrument in writing signed by both parties hereto.

11. INJUNCTIVE RELIEF

The Employee acknowledges that disclosure of any Confidential Information or breach of any of the non-competitive covenants or agreements contained herein will give rise to irreparable injury to Company or clients of Company, inadequately compensable in damages. Accordingly, Company or, where appropriate a client of Company may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available. The Employee further acknowledges and agrees that in the event of the termination of employment with the Company the Employee's experience and capabilities are such that the Employee can obtain employment in business activities which are of a different or non-competing nature with his or her activities as an employee of Company; and that the enforcement of a remedy hereunder by way of injunction shall not prevent the Employee from earning a reasonable livelihood. The Employee further acknowledges and agrees that the covenants contained herein are necessary for the protection of the Company's legitimate business interests and are reasonable in scope and content.

12. COMPANY'S CLIENTS

If Employee's employment with Company terminates for any reason, the Employee shall not, for a period of one year from the date of termination, have any business dealings whatsoever, either directly or indirectly or through corporate entities or associates with any customer or client of Company or its subsidiaries or any person or firm which has contacted or been contacted by Company as a potential customer or client of Company; and Employee shall keep in strictest confidence, both during the Employee's employment and subsequent to termination of employment, and shall not during the period of employment or thereafter disclose or divulge to any person, firm or corporation, or use directly or indirectly, for the Employee's own benefit or the benefit of others, any information which in good faith and good conscience ought to be treated as confidential information including, without limitation, information relating to the software developed by Company, information as to sources of, and arrangements for, hardware supplied to customers or clients of Company, submission and proposal procedures of Company, customer or contact lists or any other Confidential Information.

13. GOVERNING LAW

The Agreement shall be construed in accordance with the laws of the State of Maryland.

14. NOTICE

Any notice to be given under this Agreement shall be sufficient if it is in writing and is sent by certified or registered mail to Employee at his residence address as the same appears on the books and records of Company or to Company at its principal office, attention of the President, or otherwise as directed by Company, from time to time.

15. SURVIVAL

The provisions of this Agreement relating to confidentiality or non-competition shall survive the termination of employment, however caused.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands as of the date first above written.

COMPANY / MERCIER'S, INC.

Authorized Signature

Craig Mercier President

Print Name and Title

EMPLOYEE

Authorized Signature

Gerald L. Reeves --- COO/Vice President

Print Name and Title

Mercier's, Inc. Non-Disclosure Agreement

This agreement (the "Agreement") is entered into by Mercier's, Inc. ("Company") and BRIAN K. ALEXANDER ("Employee").

In consideration of the commencement of our continued Employee's employment with the Company and the compensation that will be paid, Employee and Company agree as follows:

1. Company's Trade Secrets

In the performance of Employee's job duties with Company, Employee will be exposed to Company's Confidential Information. "Confidential Information" means information or material that is commercially valuable to Company and not generally known or readily ascertainable in the industry. This includes, but is not limited to:

(a) technical information concerning Company's products and services, including product know-how, formulas, designs, devices, diagrams, software code, test results, processes, inventions, research projects and product development, technical memoranda and correspondence;

(b) information concerning Company's business, including cost information, profits, sales information, accounting and unpublished financial information, business plans, markets and marketing methods, customer lists and customer information, purchasing techniques, supplier lists and supplier information and advertising strategies;

(c) information concerning Company's employees, including salaries, strengths, weaknesses and skills;

(d) information submitted by Company's customers, suppliers, employees, consultants or co-venture partners with Company for study, evaluation or use; and

(e) any other information not generally known to the public which, if misused or disclosed, could reasonably be expected to adversely affect Company's business.

2. Nondisclosure of Trade Secrets

Employee shall keep Company's Confidential Information, whether or not prepared or developed by Employee, in the strictest confidence. Employee will not disclose such information to anyone outside Company without Company's prior written consent. Nor will Employee make use of any Confidential Information for Employee's own purposes or the benefit of anyone other than Company.

However, Employee shall have no obligation to treat as confidential any information which:

(a) was in Employee's possession or known to Employee, without an obligation to keep it confidential, before such information was disclosed to Employee by Company;

(b) is or becomes public knowledge through a source other than Employee and through no fault of Employee; or

(c) is or becomes lawfully available to Employee from a source other than Company.

3. Confidential Information of Others

Employee will not disclose to Company, use in Company's business, or cause Company to use, any trade secret of others.

EXHIBIT 3

4. Return of Materials

When Employee's employment with Company ends, for whatever reason, Employee will promptly deliver to Company all originals and copies of all documents, records, software programs, media and other materials containing any Confidential Information. Employee will also return to Company all equipment, files, software programs and other personal property belonging to Company.

5. Confidentiality Obligation Survives Employment

Employee's obligation to maintain the confidentiality and security of Confidential Information remains even after Employee's employment with Company ends and continues for so long as such Confidential Information remains a trade secret.

6. General Provisions

(a) Relationships: Nothing contained in this Agreement shall be deemed to make Employee a partner or joint venturer of Company for any purpose.

(b) Severability: If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of Company and Employee.

(c) Integration: This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both Company and Employee.

(d) Waiver: The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

(e) Injunctive Relief: Any misappropriation of any of the Confidential Information in violation of this Agreement may cause Company irreparable harm, the amount of which may be difficult to ascertain, and therefore Employee agrees that Company shall have the right to apply to a court of competent jurisdiction for an order enjoining any such further misappropriation and for such other relief as Company deems appropriate. This right is to be in addition to the remedies otherwise available to Company.

(f) Indemnity: Employee agrees to indemnify Company against any and all losses, damages, claims or expenses incurred or suffered by Company as a result of Employee's breach of this Agreement.

(g) Attorney Fees and Expenses: In a dispute arising out of or related to this Agreement, the prevailing party shall have the right to collect from the other party its reasonable attorney fees and costs and necessary expenditures.

(h) Governing Law. This Agreement shall be governed in accordance with the laws of the States of Maryland.

(i) Jurisdiction. Employee consents to the exclusive jurisdiction and venue of the federal and state courts located in Maryland in any action arising out of or relating to this Agreement. Employee waives any other venue to which Employee might be entitled by domicile or otherwise.

(j) Successors & Assigns. This Agreement shall bind each party's heirs, successors and assigns. Company may assign this Agreement to any party at any time. Employee shall not assign any of his or her rights or obligations under this Agreement without Company's prior written consent. Any assignment or transfer in violation of this section shall be void.

7. Signatures

Employee has carefully read all of this Agreement and agrees that all of the restrictions set forth are fair and reasonably required to protect Company's interests. Employee has received a copy of this Agreement as signed by the parties.

Employee:

______________________________ (Signature)

BRIAN K. ALEXANDER (Typed or Printed Name)

Date: 8-21-12

Company:

______________________________ (Signature)

Gerald L. Reeves COO (Typed or Printed Name)

Date: ____________________

MERCIER'S, INC.
NON-DISCLOSURE AND NON-COMPETE AGREEMENT

This Acknowledgment of Obligations (the "Agreement") is made and effective this Date: 2-5-13.

BETWEEN: **[Employee NAME]** Brian Alexander
(the "Employee"), an individual with his main address at:

[COMPLETE ADDRESS] 2393 County Road 1
South Point Ohio 45680

AND: **Mercier's, Inc.** (the "Company"), a corporation organized and existing under the laws of the State of Maryland, with its head office located at:

7442 Shipley Ave, Harmans, Maryland, 21077, United States

WHEREAS, Company desires to employ Employee and Employee desires to be employed by Company in connection with certain aspects of the development of certain software systems or other products for Company. Here to with (Employee) desires to be employed by Company in connection with certain aspects of the development or marketing of certain systems, field, shop or general labor, management or other products and positions for Company; and

WHEREAS, in connection with such Employee may be given access to, generate, or otherwise come into contact with certain proprietary and/or confidential information of Company or clients of Company; and

WHEREAS, Employee and Company desire to prevent the dissemination or misuse of such information;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. EMPLOYMENT

Company hereby employs or continues to employ Employee and Employee hereby accepts employment, upon the terms and conditions contained herein and at a compensation as shall be agreed upon from time to time by Company and Employee. This Agreement shall commence on the date hereof and shall remain in effect for an indefinite time until terminated by either party by giving the other party notice of termination. While employed by Company, Employee shall devote his or her full working time to Company's affairs and shall faithfully and diligently serve Company's interests.

2. CONFIDENTIALITY

Employee recognizes and acknowledges that the systems which Company owns, plans or develops, whether for its own use or for use by its clients, are confidential and are the property of Company. Employee further recognizes and acknowledges that in order to enable Company to perform services for its clients, such clients may furnish to Company confidential information concerning their business affairs, property, methods of operation or other data; that the goodwill afforded to Company depends upon, among other things, Company and its employees keeping such services and information confidential (collectively, including Company systems and Company client information, the "Confidential Information").

EXHIBIT 4

3. NON-DISCLOSURE

Employee agrees that, except as directed by Company, the Employee will not at any time, whether during or after his employment with Company, disclose to any person or use any Confidential Information, or permit any person to examine and/or make copies of any documents which contain or are derived from Confidential Information, whether prepared by the Employee or otherwise coming into the Employee's possession or control without the prior written permission of Company.

4. POSSESSION

Employee agrees that upon request by Company, and in any event upon termination of employment, Employee shall turn over to Company all documents, papers or other material in his possession or under his control which may contain or be derived from Confidential Information, together with all documents, notes or other work product which is connected with or derived from Employee's services to Company whether or not such material is at the date hereof in Employee's possession. Employee agrees that the Employee shall have no proprietary interest in any work product developed or used by Employee and arising out of his employment by Company. Company shall, from time to time as may be requested by Company, do all things which may be necessary to establish or document Company's ownership of any such work product, including, but not limited to execution of appropriate copyright applications or assignments.

5. COVENANT NOT TO SOLICIT CUSTOMERS

Employee agrees that during the employment with Company and for a period of 12 months (or as otherwise set forth between the parties) after the termination thereof, whether voluntary or involuntary and with or without cause, whether as a principal, agent, officer, director, employee, consultant, independent contractor or otherwise, alone, in association with or behalf of any other person, firm, corporation or other business organization, Employee shall not, directly or indirectly solicit, sell, call upon, advise, do or attempt to do business with or otherwise contact any current, past or potential Customer of Company, its parent, subsidiaries or other affiliate companies.

6. COVENANT NOT TO SOLICIT COMPANY STAFF

Employee agrees that during the employment with Company and for a period of 2 years (or as otherwise set forth between the parties) after the termination thereof, whether voluntary or involuntary and with or without cause, whether as a principal, agent, officer, director, employee, consultant, independent contractor or otherwise, alone, in association with or behalf of any other person, firm, corporation or other business organization, Employee shall not, directly indirectly (a) hire or attempt to hire any employee of Company, its parent, subsidiaries or other affiliate companies, (b) assist in such hiring by any other person, (c) encourage or other affiliate companies, and/or (d) solicit, encourage or induce any Customer to terminate its relationship with Company, its parent, subsidiaries or other affiliate companies.

7. COVENANT NOT TO COMPETE

Employee agrees that during the employment with Company and for a period of 2 years (or as otherwise set fourth between the parties) after the termination thereof, whether voluntary and with or without cause, Employee shall not, directly or indirectly within a 50 mile radius (or as otherwise set forth between the parties) from where Employee worked, whether as a principal, agent, officer, director, employee, consultant, independent contractor or otherwise, alone, in association with or behalf of any other person, firm, corporation or other business organization, work for or receive compensation or fees from any other competitor company in a similar line of business with the Company its parent, subsidiaries or other companies.

8. SAVING PROVISION

Company and Employee agree and stipulate that the agreements and covenants not to compete contained in the preceding paragraph are fair and reasonable in light of all of the facts and circumstances of the relationship between Employee and Company; however, Employee and Company are aware that in certain circumstances courts have refused to enforce certain agreements not to compete. Therefore, in furtherance of and not in derogation of the provisions of the preceding paragraph Company and Employee agree that in the event a court should decline to enforce the provisions of the preceding paragraph, that paragraph shall be deemed to be modified to restrict Employee's competition with Company to the maximum extent, in both time and geography, which the court shall find enforceable; however, in no event shall the provisions of the preceding paragraph be deemed to be more restrictive to Employee than those contained therein.

9. ENFORCEABLE

The provisions of this Agreement shall be enforceable notwithstanding the existence of any claim or cause of action of Employee against Company whether predicated on this Agreement or otherwise.

10. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties relating to the subject matter hereof. This Agreement may be modified only by an instrument in writing signed by both parties hereto.

11. INJUNCTIVE RELIEF

The Employee acknowledges that disclosure of any Confidential Information or breach of any of the non-competitive covenants or agreements contained herein will give rise to irreparable injury to Company or clients of Company, inadequately compensable in damages. Accordingly, Company or, where appropriate a client of Company may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available. The Employee further acknowledges and agrees that in the event of the termination of employment with the Company the Employee's experience and capabilities are such that the Employee can obtain employment in business activities which are of a different or non-competing nature with his or her activities as an employee of Company; and that the enforcement of a remedy hereunder by way of injunction shall not prevent the Employee from earning a reasonable livelihood. The Employee further acknowledges and agrees that the covenants contained herein are necessary for the protection of the Company's legitimate business interests and are reasonable in scope and content.

12. COMPANY'S CLIENTS

If Employee's employment with Company terminates for any reason, the Employee shall not, for a period of one year from the date of termination, have any business dealings whatsoever, either directly or indirectly or through corporate entities or associates with any customer or client of Company or its subsidiaries or any person or firm which has contacted or been contacted by Company as a potential customer or client of Company; and Employee shall keep in strictest confidence, both during the Employee's employment and subsequent to termination of employment, and shall not during the period of employment or thereafter disclose or divulge to any person, firm or corporation, or use directly or indirectly, for the Employee's own benefit or the benefit of others, any information which in good faith and good conscience ought to be treated as confidential information including, without limitation, information relating to the software developed by Company, information as to sources of, and arrangements for, hardware supplied to customers or clients of Company, submission and proposal procedures of Company, customer or contact lists or any other Confidential Information.

13. GOVERNING LAW

The Agreement shall be construed in accordance with the laws of the State of Maryland.

14. NOTICE

Any notice to be given under this Agreement shall be sufficient if it is in writing and is sent by certified or registered mail to Employee at his residence address as the same appears on the books and records of Company or to Company at its principal office, attention of the President, or otherwise as directed by Company, from time to time.

15. SURVIVAL

The provisions of this Agreement relating to confidentiality or non-competition shall survive the termination of employment, however caused.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands as of the date first above written.

COMPANY / MERCIER'S, INC.	EMPLOYEE
Authorized Signature	Authorized Signature
Gerald Reeves COO	Brian K. Alexander General Manager
Print Name and Title	Print Name and Title

DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
12/18/2014	201435000840	DOMESTIC FOR PROFIT LLC - ARTICLES OF ORG (LCP)	125.00	0.00	0.00	0.00	0.00

Receipt

This is not a bill. Please do not remit payment.

INCFILE.COM LLC
134 VINTAGE PARK BLVD A-50
HOUSTON, TX 77070

STATE OF OHIO
CERTIFICATE
Ohio Secretary of State, Jon Husted
2351305

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

AFH SERVICES LLC

and, that said business records show the filing and recording of:

Document(s)	Document No(s):
DOMESTIC FOR PROFIT LLC - ARTICLES OF ORG **Effective Date: 12/16/2014**	**201435000840**

United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 18th day of December, A.D. 2014.

Jon Husted

Ohio Secretary of State

EXHIBIT 5

Form 533A Prescribed by:
Ohio Secretary of State
JON HUSTED
Ohio Secretary of State
Central Ohio: (614) 466-3910
Toll Free: (877) SOS-FILE (767-3453)
www.OhioSecretaryofState.gov
Busserv@OhioSecretaryofState.gov

Date Electronically Filed: 12/16/2014

Articles of Organization for a Domestic Limited Liability Company

Filing Fee: $125

CHECK ONLY ONE (1) BOX

(1) ☒ Articles of Organization for Domestic For-Profit Limited Liability Company (115-LCA)

(2) ☐ 2Articles of Organization for Domestic Nonprofit Limited Liability Company (115-LCA)

Name of Limited Liability Company: AFH SERVICES LLC

Name must include one of the following words or abbreviations: "limited liability company," "limited," "LLC," "L.L.C.," "ltd., "or "ltd"

Effective Date **(Optional)**: 12/16/2014
mm/dd/yyyy

(The legal existence of the limited liability company begins upon the filing of the articles or on a later date specified that is not more than ninety days after filing)

This limited liability company shall exist for **(Optional)**:
Period of Existence

Purpose **(Optional)**:

****Note for Nonprofit LLCs**
The Secretary of State does not grant tax exempt status. Filing with our office is not sufficient to obtain state or federal tax exemptions. Contact the Ohio Department of Taxation and the Internal Revenue Service to ensure that the nonprofit limited liability company secures the proper state and federal tax exemptions. These agencies may require that a purpose clause be provided.

ORIGINAL APPOINTMENT OF AGENT

The undersigned authorized member(s), manager(s) or representative(s) of

AFH SERVICES LLC

Name of Limited Liability Company

hereby appoint the following to be Statutory Agent upon whom any process, notice or demand required or permitted by statute to be served upon the limited liability company may be served. The name and address of the agent is

LEGALINC CORPORATE SERVICES INC

Name of Agent

8044 MONTGOMERY ROAD STE 700

Mailing Address

CINCINNATI	OH	45236
City	State	ZIP Code

ACCEPTANCE OF APPOINTMENT

The undersigned, LEGALINC CORPORATE SERVICES INC named herein as the statutory agent

Statutory Agent Name

for AFH SERVICES LLC

Name of Limited Liability Company

hereby acknowledges and accepts the appointment of agent for said limited liability company

Statutory Agent Signature MARSHA DASCH

Individual Agent's Signature / Signature on Behalf of Business Serving as Agent

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

Required
Articles and original appointment of agent must be signed by a member, manager or other representative.

If authorized representative is an individual, then they must sign in the "signature" box and print their name in the "Print Name" box.

If authorized representative is a business entity, not an individual, then please print the business name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print their name in the "Print Name" box.

MARSHA SIHA
Signature

ORGANIZER
By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

dun & bradstreet

Afh Services Llc

DUNS: 07-972-7134

Dashboard

Company Info

Address:
10471 Dixon Rd
Winchester, OH 45697

DBA's:

Phone:
(937) 695-0310

Fax:

URL:

Location Type:
Single location

Scores

PAYDEX®	Delinquency Predictor		Financial Stress		Supplier Eval. Risk Rating	Credit Limit Rec.	DandB Rating
Score	Score	Class	Score	Class	Rating	Recommendation	Rating
NA	469 ▲	4	1443 ▲	4	6 ▲	$1K	DS

Recent Alerts

There are currently no alerts issued for this company. If you only recently began monitoring this company, you will not receive your first alerts until score changes or events occur. To configure your alerts notification settings, please

Payments Summary

Current PAYDEX®:	Unavailable	Equal to terms
Industry Median:	80	Equal to GENERALLY WITHIN terms

Scores

PAYDEX®

You must have three reported payment experiences, from at least two different vendors, to establish a PAYDEX® score. To ensure all of your payments are reflected in your credit file, add trade references to your report. Visit the Action Center to learn more.

Delinquency Predictor Score

Score	Class	Percentile
469 ▲	4	17%

Moderate to high risk of severe payment delinquency over next 12 months

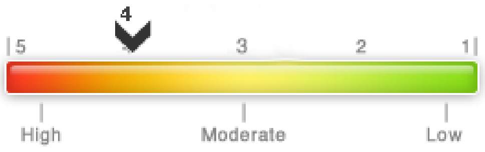


EXHIBIT 6

Understanding My Score

Incidence of Delinquent Payment:

Among Companies with this Classification: **9.40%**

Average compared to business in D&Bs database: **10.20%**

Factors Affecting Your Score:

No payment experiences reported

Higher risk industry based on delinquency rates for this industry

Limited time under present management control

Higher risk region based on delinquency rates for this region

Limited business activity signals reported in the past 12 months

Notes:

- The Delinquency Predictor Score Risk Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience severe delinquency.
- The probability of delinquency shows the percentage of firms in a given percentile that are likely to pay creditors in a severely delinquent manner. The average probability of delinquency is based on businesses in D&B´s database and is provided for comparative purposes.
- The Delinquency Predictor Score percentile reflects the relative ranking of a firm among all scorable companies in D&B´s file.
- The Delinquency Predictor Score offers a more precise measure of the level of risk than the Risk Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.

Key

Score	Class	Percentile	Incidence of Delinquency
482 - 670	1	91 - 100	6.0%
451 - 481	2	71-90	10.6%
404-450	3	31-70	18.4%
351-403	4	11-30	31.5%
1-350	5	1-10	70.0%

Trends - Scores, 12 Month

No data is available on this company to build a Delinquency Predictor Score Trend Chart

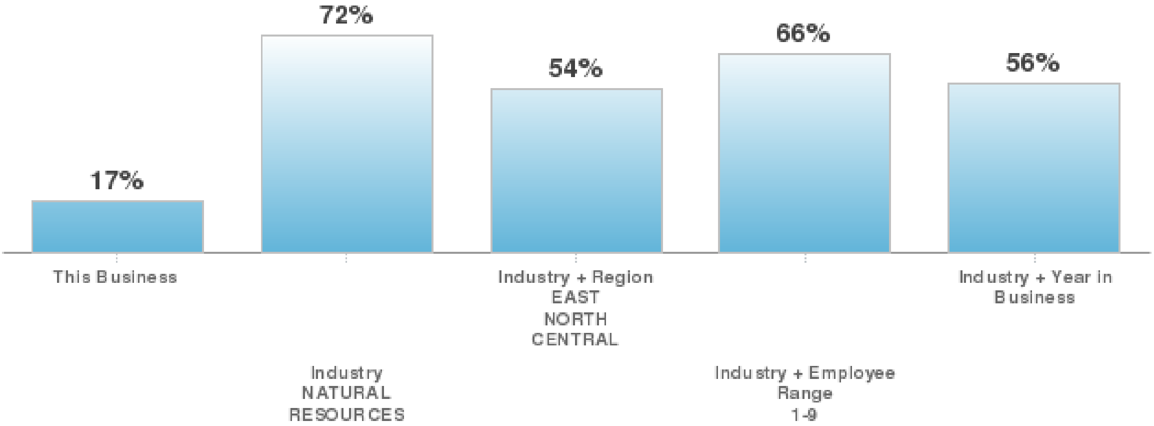
- **My Company (469)**

Trends - Percentile, 12 Month

No data is available on this company to build a Delinquency Predictor Percentile Trend Chart

- **My Company (17%)**

Industry Comparison



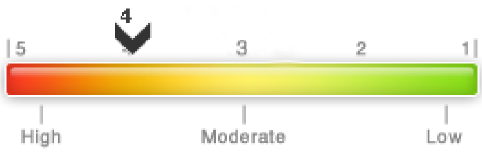
This business has a Credit Score Percentile that shows:

- Higher risk than other companies in the same region.
- Higher risk than other companies in the same industry.
- Higher risk than other companies in the same employee size range.
- Higher risk than other companies with a comparable number of years in business.

Financial Stress Score

Score	Class	Nat'l %
1443 ▲	4	31%

Moderate to high risk of severe financial stress, such as a bankruptcy, over the next 12 months



Understanding My Score

Incidence of Financial Stress:

Among Companies with this Classification: **0.84%**

Average compared to business in D&Bs database: **0.48%**

Factors Affecting This Company's Score:

No payment experiences.

Limited time under present management control

- The Financial Stress Class Summary Model predicts the likelihood of a firm ceasing business without paying all creditors in full, or reorganization or obtaining relief from creditors under state/federal law over the next 12 months. Scores were calculated using a statistically valid model derived from D&B's extensive data files.

Notes:

- The Financial Stress Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience financial stress.
- The Incidence of Financial Stress shows the percentage of firms in a given Class that discontinued operations over the past year with loss to creditors. The Incidence of Financial Stress - National Average represents the national failure rate and is provided for comparative purposes.
- The Financial Stress National Percentile reflects the relative ranking of a company among all scorable companies in D&B's file.

- The Financial Stress Score offers a more precise measure of the level of risk than the Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.
- All Financial Stress Class, Percentile, Score and Incidence statistics are based on sample data from

Key

Score	Class	Percentile	Incidence of Financial Stress
1570-1875	1	95-100	0.03%
1510-1569	2	69-94	0.09%
1450-1509	3	34-68	0.24%
1340-1449	4	2-33	0.84%
1001-1339	5	1	4.70%

Trends - Scores, 12 Month

No data is available on this company to build a Financial Stress Percentile Trend Chart.

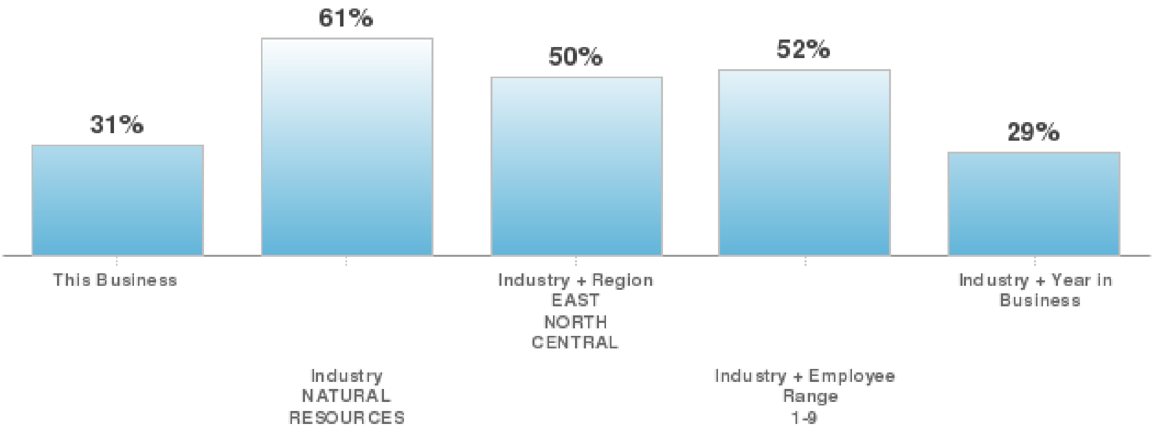
- **My Company (1,443)**

Trends - Percentile, 12 Month

No data is available on this company to build a Financial Stress Percentile Trend Chart.

- My Company (31%)

Industry - Comparison

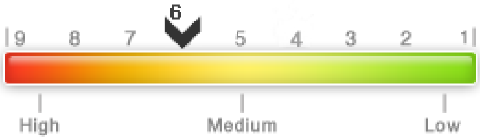

31%
61%
50%
52%
29%
This Business
Industry NATURAL RESOURCES
Industry + Region EAST NORTH CENTRAL
Industry + Employee Range 1-9
Industry + Year in Business

This Business has a Financial Stress Percentile that shows:

- Higher risk than other companies in the same region.
- Higher risk than other companies in the same industry.
- Higher risk than other companies in the same employee size range.
- Lower risk than other companies with a comparable number of years in business.

Supplier Evaluation Risk Rating

6


9
8
7
6
5
4
3
2
1
High
Medium
Low

High risk of supplier experiencing severe financial stress over the next 12 months.

Understanding My Score

Factors Affecting This Company's Score:

No payment experiences reported

Limited time in business

Higher risk region based on inactive rate for this region

Limited business activity signals reported in the past 12 months

Financial Statements not reported

Trends

No data is available on this company to build a Supplier Evaluation Trend Chart.

- **This Company (6)**

Credit Limit Recommendation

Risk Category

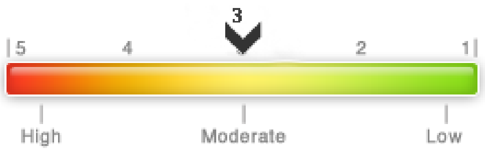
3

Conservative Credit Limit

$1k

Aggressive Credit Limit

$10k



Moderate

Understanding My Score

D&B's Credit Limit Recommendation is intended to help you more easily manage your credit decisions. It provides two recommended dollar guidelines:

A conservative limit, which suggests a dollar benchmark if your policy is to extend less credit to minimize risk.

An aggressive limit, which suggests a dollar benchmark if your policy is to extend more credit with potentially more risk.

The dollar guideline amounts are based on a historical analysis of credit demand of customers in D&B's U.S. payments database which have a similar profile to your business.

D&B Rating

Rating

DS

Understanding My Score

Factors Affecting Your Score

# of Employees Total: **4**

Note: The Worth amount in this section may have been adjusted by D&B to reflect typical deductions, such as certain intangible assets.

Payments

Timeliness of Historical Payments

Current PAYDEX®:	Unavailable	
Industry Median:	80	Equal to GENERALLY WITHIN terms

Total payment Experiences in D&Bs File (HQ):	
Total payment Experiences during the last 3 months:	
Payments Within Terms (not dollar weighted):	
Total Placed For Collection:	NA
Average Highest Credit:	NA
Largest High Credit:	NA
Highest Now Owing:	NA
Highest Past Due:	NA

Payment Summary

There have been no payments reported to D&B for the last 24 months.

Payments Beyond Terms

You have no payments beyond terms in the last 24 months.

All Payments

You have no payments records in the last 24 months.

Indications of slowness can be the result of disputes over merchandise, skipped invoices, etc. Accounts are sometimes placed in collection even though the existence or amount of debt is disputed.

The public record items contained in this report may have been paid, terminated, vacated or released prior to the date this report was printed.

History & Operations

Currency: Shown in USD unless otherwise indicated

Company Overview

Company Name:	AFH SERVICES LLC	**URL:**	NA
Doing Business As:	AFH SERVICES LLC	**Stock Symbol:**	NA
Street Address:	10471 Dixon Rd Winchester, OH 45697	**History:**	NA
		Operations:	NA
		Present Management Control:	NA
Mail Address:	PO BOX 96	**Annual Sales:**	NA

	Winchester OH 45697	**Year Started:**	2015
Phone:	(937) 695-0310	**Manager:**	NA
Line of Business:	Shrub/tree services, excavation contractor, whol farm supplies	**Gross Revenue:**	NA
		Financial Condition:	NA

History

The following information was reported: **07/13/2015**

Officer(s):
CARMELA REEVES, PRESIDENT
RANDA ALEXANDER, VICE PRESIDENT
GERALD REEVES, TREASURER
BRIAN ALEXANDER, SECRETARY

DIRECTOR(S):
THE OFFICER(S)
The OH Secretary of State's business registrations file showed that AFH SERVICES LLC was registered as a Limited Liability Company on December 16, 2014.
Business started 2015.

Business Registration

We currently don't have enough data to display this section.

Operations

07/13/2015

Description:
Provides ornamental shrub and tree services, specializing in planting, pruning and trimming, tree trimming for public utility lines and bush and tree removal. Contractor of excavation work. Wholesales farm supplies, specializing in fertilizers or chemicals.

Employees: 4 which includes officer(s).

Facilities: Occupies premises in building.

SIC & NAICS

SIC:
Based on information in our file, D&B has assigned this company an extended 8-digit SIC. D&B's use of 8-digit SICs enables us to be more specific to a company's operations that if we use the standard 4-digit code.The 4-digit SIC numbers link to the description on the Occupational Safety & Health Administration (OSHA) Web site. Links open in a new browser window.

0783 0100 Planting, pruning, and trimming services
0783 0105 Tree trimming services for public utility lines
0783 9902 Removal services, bush and tree
1794 0000 Excavation work
5191 0100 Fertilizers and agricultural chemicals

NAICS:
238910 Site Preparation Contractors
424910 Farm Supplies Merchant Wholesalers
561730 Landscaping Services

Public Filings

Currency: Shown in USD unless otherwise indicated

Summary

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	# of Records	Most Recent Filing Date
Bankruptcy Proceedings	0	-
Judgments	0	-
Liens	0	-
Suits	0	-
UCCs	0	-

The following Public Filing data is for information purposes only and is not the official record.
Certified copies can only be obtained from the official source.

Judgments

We currently don't have enough data to display this section.

Liens

We currently don't have enough data to display this section.

Suits

We currently don't have enough data to display this section.

UCC Filings

We currently don't have enough data to display this section

Government Activity

We currently don't have enough data to display this section.

Financials

Key Business Ratios from D&B

We currently do not have enough information to generate the graphs for the selected Key Business Ratio.

- This Company

Key Financial Comparisons

	($)	($)	($)
This Company's Operating Results Year Over Year			
Net Sales	NA	NA	NA
Gross Profit	NA	NA	NA
Net Profit	NA	NA	NA
Dividends / Withdrawals	NA	NA	NA
Working Capital	NA	NA	NA
This Company's Assets Year Over Year			
Cash	NA	NA	NA
Accounts Receivable	NA	NA	NA
Notes Receivable	NA	NA	NA
Inventories	NA	NA	NA
Other Current	NA	NA	NA
Total Current	NA	NA	NA
Fixed Assets	NA	NA	NA
Other Non Current	NA	NA	NA
Total Assets	NA	NA	NA
This Company's Liabilities Year Over Year			
Accounts Payable	NA	NA	NA
Bank Loan	NA	NA	NA
Notes Payable	NA	NA	NA
Other Current Liabilities	NA	NA	NA
Total Current Liabilities	NA	NA	NA
Other Long Term and Short Term Liabilities	NA	NA	NA
Defferred Credit	NA	NA	NA
Net Worth	NA	NA	NA
Total Liabilities and Net Worth	NA	NA	NA

We currently do not have any recent financial statements on file for your business. Submitting financial statements can help improve your D&B scores. To submit a financial statement, please call customer service at 800-333-0505.

Key Business Ratios

	This Company	Industry Median	Industry Quartile
Solvency			
Quick Ratio	NA	NA	NA
Current Ratio	NA	NA	NA
Current Liabilities to Net Worth	NA	NA	NA
Current Liabilities to Inventory	NA	NA	NA
Total Current	NA	NA	NA
Fixed Assets to Net Worth	NA	NA	NA
Efficiency			
Collection Period	NA	NA	NA
Inventory Turn Over	NA	NA	NA
Sales to NWC	NA	NA	NA
Acct Pay to Sales	NA	NA	NA
Profitability			
Return on Sales	NA	NA	NA
Return on Assets	NA	NA	NA
Return on NetWorth	NA	NA	NA

Special Events

07/13/2015

The name and address of this business have been confirmed by D&B using available sources.

Corporate Linkage

Parent

Company Name	DUNS #	City, State
AFH SERVICES LLC	07-972-7134	WINCHESTER, OHIO

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Data For Parcel 160271200100

Base Data

Parcel:	160271200100
Owner:	REEVES GERALD L & CARMELA D
Address:	10471 DIXON

Mailing Address

Mailing Name:	
Address:	UNAVAILABLE
City State Zip:	UNAVAILABLE

Owner Address

Owner Name:	REEVES GERALD L & CARMELA D
Address:	10471 DIXON RD
City State Zip:	WINCHESTER OH 45697

Geographic

City:	UNINCORPORATED
Township:	JACKSON TOWNSHIP
School District:	EASTERN LSD

Legal

Legal Description:	S 1634 11.27 A LAND JACKSON TWP EASTERN LSD		
Neighborhood:	0000	**Land Use:**	510 PLATTED SFR
Legal Acres:	11.27	**Number of Cards:**	1
Tax District:	JACKSON TWP. EASTERN LSD	**Range Township Section:**	0-0-0
Net Annual Tax:	3659.08		

Valuation

	Appraised (100%)	Assessed (35%)
Land Value:	$55,090.00	$19,280.00
Building Value:	$250,710.00	$87,750.00
Total Value:	$305,800.00	$107,030.00
CAUV Value:	$0.00	$0.00
Taxable Value:	$107,030.00	

Notes

Notes:	

CAMA database last updated 8/26/2015 7:07:08 AM.

EXHIBIT 7

Home | Contact Us

AFH Services is a Right of Way Services company, specializing in Vegetation Control for Railroads, Utilities and DOT.

Railroad
AFH Services specializes in controlling vegetation for Railroads. Whether it's mainline, crossings, yards, or offtrack we have the solution! An expert staff of herbicide applicators and tree trimmers are here to make your right-of-ways look perfect!

Utility
Whether creating a new right-of-way or maintaining an existing one we have the equipment and knowledge to get the job done! Our highly trained staff will complete the job safely and with the utmost care for your customers.

DOT
Maintaining guardrails and vegetation along the highways is vital for the safety of commuters. With innovative equipment we can help minimize these concerns at a cost much lower than our competitors.

Contact Us

AFH Services
P.O. Box 96
Winchester, OH 45697
Office: 937-695-0310
E-mail: info@afh-services.com

Stay Connected

Like us on Facebook to see our latest work and find out about special promotions.

Like 3 people like this.

Recommend this page on:

EXHIBIT 8

© AFH Services

OHIO TURNPIKE COMMISSION
682 PROSPECT STREET
BEREA, OHIO 44017

BID INVITATION NO. 4196

FOR FURNISHING AND APPLYING HERBICIDE ON RIGHT-OF-WAY AREAS, BETWEEN MILEPOST 0.0 AND MILEPOST 241.2

OPENING DATE: 2:00 P.M. (E.S.T.) MARCH 5, 2013

BIDDER	TOTAL BID PRICE GROUP I	TOTAL BID PRICE GROUP II	TOTAL BID PRICE GROUP III	TERMS
Mercier's Inc. 2393 County Road 1 South Point, OH 45680	$ 52,866.00	$ 53,850.00	$ 7,650.00	Net
The Daltons Inc. P.O. Box 1274 Warsaw, IN 46581-1274	$ 54,500.00	$ 63,000.00	$14,625.00	Net
DeAngelo Brothers, Inc. 2080 S. State Route 19 Oak Harbor, OH 43449	$ 55,444.60	$ 61,444.40	$11,017.50	Net

*****BID INVITATION NO. 4196 AWARDED TO MERCIER'S INC.*****

EXHIBIT 9

The Ohio Turnpike Commission

Kevin J. Golick
Procurement Manager

Jerry N. Hruby
Chairman

Joseph A. Balog
Vice Chairman

George F. Dixon
Member

Sandra K. Barber
Secretary-Treasurer

Jerry Wray
Director of Transportation
Member Ex-Officio

David Goodman
Director of Development
Member Ex-Officio

Timothy S. Keen
Director of OBM
Member Ex-Officio

Gayle L. Manning
Ohio Senate Member

Michael D. Dovilla
Ohio House Member

Richard A. Hodges
Executive Director

April 12, 2013

Mr. Brian Alexander
Mercier's Incorporated
2393 County Road 1
South Point, OH 45680

SUBJECT: Bid Invitation No. 4196 for Furnishing and Applying Herbicide on Right-Of-Way Areas, Between M.P. 0.0 and 241.2

Transmitted herewith, is your fully executed copy of the subject Contract.

Sincerely,

Kevin J. Golick
Procurement Manager

KJG/vk
Enclosures

c: Engineering/Highway Maintenance
Accounting
Legal
File

EXHIBIT 10

F/Victoria/RICONDOC/2013ReturnConDocsBidInvitation4196Mercier'sInc doc

CONTRACT

PS 4196 (Groups I, II and III)

OHIO TURNPIKE COMMISSION

This is an agreement made on the 11th day of April, 20 13, at Berea, Ohio, by and between the Ohio Turnpike Commission, a body corporate and politic of the State of Ohio, hereinafter called the "Commission", and MERCIER'S INCORPORATED (South Point, Ohio)

a corporation formed and existing under the laws of the State of Maryland hereinafter called the "Contractor. *"

1. **SCOPE AND CONSIDERATION** In consideration of the covenants hereinafter set forth, the Contractor hereby agrees to furnish and Apply Herbicide on Right-Of-Way Areas Between Milepost 0.0 and Milepost 241.2 (Groups I, II and III)

to the Ohio Turnpike Commission, pursuant to the Procurement Department's Invitation No. 4196 (Groups I, II and III) in strict conformity with the Contract Documents for said Invitation. The Commission, in consideration of the performance by the Contractor, shall compensate the Contractor in accordance with prices set forth on the Completed Bid Form. The Contract shall commence from the date of Execution of Contract by both parties and extend through the end of the 2013-growing season or October 31, 2013, whichever date falls earlier.

2. **CONTRACT DOCUMENTS** The following documents which, together with this Contract, constitute the "Contract Documents," and all addenda thereto and documents made a part thereof are hereby made a part of this Contract as if fully reproduced herein:

(1) Notice to Bidders
(2) Instructions to Bidders
(3) General Terms and Conditions
(4) Additional Terms
(5) Bid Form Instructions
(6) Completed Bid Form/Bid Schedule Questionnaire
(7) Specifications
(8) Special Provisions
(9) Ethics Policy
(10) Affidavit
(11) Bid Guaranty Bond/Performance Bond
(12) Contract
(13) Performance Bond
(14) Schedule of Voluntary MBE/FBE Participation
(15) Project Employment Data Sheet
(16) Bureau of Workers' Comp "Drug Free Safety Program"
(17) Certificate for Domestic and Ohio Preference Form and Model System of Preferences

3. **COMMISSION'S ACTS**. Anything to be done under the contract by the Commission may be done by such person, corporation, or firms as the Commission may designate.

4. **GOVERNING LAW**. The Contract shall be governed by the laws of Ohio.

5. **WARRANTIES**. The Contractor represents and warrants that: (i) so far as the Contractor knows, no member, employee, or agent of the Commission has any interest, either direct or indirect, in the Contract; (ii) the Contractor has not employed or procured the employment of anyone to solicit or secure the Contract with the Commission except if as recited in that certain Affidavit of Brian Alexander, General Manager dated March 4, 2013, in relation to the Bid; and (iii) no such person so employed, and as identified in said Affidavit, was employed under any agreement providing for a bonus, fee, commission, or other form of payment whatsoever which was in any way contingent upon the action taken by the Commission with respect to the Bid or the Contract, except as specifically excepted in said Affidavit. If the Commission shall hereafter determine that any of the foregoing representations is false, it may, upon written notice to the Contractor, immediately terminate the Contract and thereafter refuse to make payments thereunder, whether or not such payments are for services already performed, and may also recover its damages, if any, for breach of warranty; or in the event such false representation was as to the existence of any agreement providing for a bonus, fee, commission, percentage, or other form of contingent compensation, the Commission may, in its discretion, elect to continue the Contract in force by deducting from the payments to be made thereunder to the Contractor the amount of such bonus, fee, commission, percentage, or other contingent payment.

6. **WARRANTY OF SIGNATORIES**. The undersigned signatory for each respective party hereby represents and warrants that he or she has have full and complete authority to execute this Contract on behalf of the respective parties. The above-stated representation and warranty is made for the purpose of inducing the parties to execute this Contract.

7. **CAPTIONS NOT A PART HEREOF**. The captions and subtitles of the several paragraphs and divisions of the various Contract Documents constitute no part of the context thereof, but are only labels to assist in locating and reading the provisions thereof.

IN WITNESS WHEREOF, the parties hereto have caused their respective names to be signed to duplicate counterparts hereof on the date first above written.

OHIO TURNPIKE COMMISSION

CONTRACTOR

MERCIER'S INC.

(Print or type Contractor Name)

(Authorized Signature)

BRIAN K. ALEXANDER GENERAL MANAGER

(Print or type Name & Title)

Date: 3-26-13

OHIO TURNPIKE COMMISSION

By:______________________

Executive Director

Date: 4/11/13

APPROVED as to legal form:

By:______________________

General Counsel

Date: 4/11/13

***If the successful Bidder is not a corporation, an appropriate change will be made in the agreement for the purpose of identifying the Contractor.**

BID FORM

INVITATION NO. 4196

TO THE OHIO TURNPIKE COMMISSION:

The undersigned Bidder, having full knowledge of the matter contained in the Contract Documents, proposes to furnish to the Ohio Turnpike Commission in strict compliance with the Specifications and all other Contract Documents the articles identified in the following Bid Schedule at the price offered and as set forth therein.

The undersigned signatory for the Bidder represents and warrants having full and complete authority to submit this Bid to the Ohio Turnpike Commission and to enter into a Contract if the Bid is accepted.

The Bidder is a * "S" Corporation

organized under the laws of the State of Maryland.

Federal Tax ID # 52-2291989

Date: MARCH 4TH, 2013

BUREAU OF WORKERS' COMPENSATION DRUG FREE SAFETY PROGRAM

The undersigned ☒ has ☐ has not complied with the OBWC DFSP Program.
(Reference page 16 of this Bid Invitation).

BIDS ARE VALID THROUGH SIXTY (60) CALENDAR DAYS AFTER BID OPENING

MERCIER'S INC.
(Name of Bidder)

[signature] GM
(Signature and Title)

BRIAN K. ALEXANDER GENERAL MANAGER
(Print Name and Title)

2393 COUNTY ROAD 1 SOUTH POINT, OH 45680
(Post Office Address of Bidder)

*Indicate whether an individual, a partnership, or a corporation, and, if latter, the state of incorporation

BID FORM GROUP I

INVITATION NO. 4196

TO THE OHIO TURNPIKE COMMISSION:

The undersigned Bidder, having full knowledge of the Work Site, Specifications, Special Provisions, Notice to Bidders, the Form of Contract to be entered into, the required Bid Guaranty and Performance Bond, and the conditions of this Bid agrees to furnish all labor, tools, materials, supplies, equipment, machinery, transportation and other facilities, and all things necessary or proper for, and to do all Work necessary for or incidental to, the performance of the Contract, complete in every respect, in strict accordance with the Specifications, and other Contract Documents and any Addenda thereto, and to perform all other obligations imposed by the Contract Documents, for the estimated amounts listed below:

GROUP I- MILEPOST 0.0 TO MILEPOST 126.4

Location	Types of Herbicide	Estimated Quantity	Unit	*Unit Price	Extended Price
**Area A	Aminopyralid	2,600	Gallon of Mixture	$ 5.91	$ 15,366
	Glyphosate				
	Flumioxazin				
	Sulfometuronmethyl				
	Surfactant				
**Area B	Aminopyralid	1,000	Treated Acre	$ 37.50	$ 37,500
	Pyraflufen				
	Drift Retardant				
	Surfactant				

TOTAL PRICE - GROUP I : $ 52,866

(*) To include labor, material, equipment and all incidental costs for application of herbicide mixture, as detailed on Page 7a, General Requirements and page 7d, Specific Requirements.

(**) See page 7a, General Requirements and page 7d, Specific Requirements for description of Areas A and B.

BID FORM GROUP II

INVITATION NO. 4196

GROUP II- MILEPOST 126.4 TO MILEPOST 241.2

Location	Types of Herbicide	Estimated Quantity	Unit	*Unit Price	Extended Price
**Area A	Aminopyralid Glyphosate Flumioxazin Sulfometuronmethyl Surfactant	3,000	Gallon of Mixture	$ 5.45	$ 16,350
**Area B	Aminopyralid Pyraflufen Drift Retardant Surfactant	1,000	Treated Acre	$ 37.50	$ 37,500

TOTAL PRICE - GROUP II: $ 53,850

(*) **To include labor, material, equipment and all incidental costs for application of herbicide mixture, as detailed on Page 7a, General Requirements and page 7d, Specific Requirements.**

(**) **See page 7a, General Requirements and page 7d, Specific Requirements for description of Areas A and B.**

BID FORM GROUP III

INVITATION NO. 4196

GROUP III- MILEPOST 0.0 TO MILEPOST 241.2

Location	Types of Herbicide	Estimated Quantity	Unit	*Unit Price	Extended Price
**Area C	Fluroxypyr Methylated Seed Oil Adjuvant	7,500	Gallon of Mixture	$ 1.02	$ 7,650

TOTAL PRICE – GROUP III : $ 7,650

(*) **To include labor, material, equipment and all incidental costs for application of herbicide mixture, as detailed on Page 7a, General Requirements and page 7d, Specific Requirements.**

(**) **See page 7a, General Requirements and page 7d, Specific Requirements for description of Area C.**

Bids shall contain only firm net prices, void of escalator or other contingent clauses. Net prices shall be exclusive of all state and federal taxes.

Above prices shall be net thirty (30) days after material application(s) and acceptance of all items covered by the Contract and receipt of invoice for same. Any term discount for payment within twenty (20) days after material application and acceptance and receipt of invoice shall be as follows: __Ø__% of bid price. (See "Discount Terms" in the Special Provisions.)

OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION

682 PROSPECT STREET
BEREA, OHIO 44017

BID INVITATION NO. 4239

FOR FURNISHING AND APPLYING HERBICIDE ON RIGHT-OF-WAY AREAS, BETWEEN MILEPOST 0.0 AND MILEPOST 241.2

OPENING DATE: 2:00 P.M. (E.D.T.) FEBRUARY 3, 2015

BIDDER	GROUP I TOTAL BID PRICE	GROUP II TOTAL BID PRICE	TERMS
DeAngelo Brothers LLC 2080 S. State Route 19 Oak Harbor, OH 43449	$ 44,597.00	$ 54,200.00	Net
AFH Services LLC P.O. Box 96 Winchester, OH 45697	$44,925.00	$53,520.00	Net
The Daltons Inc. P.O. Box 1274 Warsaw, IN 46581-1274	$ 47,401.00	$ 61,171.50	Net

*****BID INVITATION NO. 4239 AWARDED TO AFH SERVICES, LLC*****

EXHIBIT 11

Routing & Transit	042212050	Amount	$1,500.0
Check Number	0	Sequence Number	6300178
Account Number	1027733830	Capture Date	05/22/201
Trancode	0	Pocket Number	0

AFH SERVICES LLC
10471 DIXON ROAD PO BOX 96
WINCHESTER, OH 45697

56-1205/422

1027

DATE 5/21/15

PAY TO THE ORDER OF Jeremy Jackson $ 1500 00/100

Fifteen hundred and 00/100 DOLLARS

Heat Reactive Ink

First State BANK
Winchester Financial Center
19230 State Rt. 136
Winchester, OH 45697
(937) 695-0031

MEMO Labor - Turnpike

Pamela D Leaves MP

⑆042212050⑆ 1027 ⑈733830⑈

LOOK FOR FRAUD DETERRING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK

Security Features

042103253< [redacted]05-22-15
CNB RUSS

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

EXHIBIT 12

RED RIVER
SPECIALTIES INCORPORATED
KODA DISTRIBUTION GROUP

Hi Dave,

I am excited to let you know about an opportunity for us to work together again! I recently joined Red River Specialties, Inc. as the National Railroad Account Manager and Area Manager for the Northeastern United States. As you likely know, Red River Specialties distributes herbicides to the industrial, aquatics, rights-of-way, range and pasture, and agriculture markets; and has served the forestry market for more than 20 years.

Since we last partnered, I've continued working in the field of vegetation management, and now I'm excited to merge my expertise with the Red River Specialties team. I look forward to providing you with these vegetation management services, among others:

- Access to a broader range of products backed by leading manufacturers, including: DOW, Bayer and BASF.
- Assistance in identifying new business and bid completion.
- Ability to help you determine the right product to use for a job, through my extensive right-of-way chemical knowledge and experience.
- Highest level of customer service and account dedication, like you received in the past.
- Competitive pricing and programs.

I will be contacting you over the next couple of weeks to discuss your 2015 vegetation management needs. I look forward to working with you again.

Sincerely,

Gerald Reeves

Gerald Reeves
Phone: (937) 689-9457
Email: Gerald.Reeves@rrsi.com
www.rrsi.com

EXHIBIT 13